

WHEN RECORDED, MAIL TO:

Stephen G. Boyden
1364 Cove Circle
North Salt Lake, UT 84054

Ent 154878 Bk 372 Pg 1201
Date: 07-JAN-2021 1:27:46PM
Fee: \$40.00 Credit Card Filed By: JP
BRENDA NELSON, Recorder
MORGAN COUNTY
For: BOYDEN STEPHEN G

DEED OF CONSTRUCTION, PERPETUAL USE AND OCCUPANCY EASEMENT

THIS GRANT DEED OF CONSTRUCTION, PERPETUAL USE AND OCCUPANCY EASEMENT, dated as of the 30th day of December, 2020 (hereinafter referred to as “Easement”), by **WOHALI PARTNERS, LLC**, a Utah limited liability company, having an address of 5499 S Woodcrest Drive, Salt Lake City, UT 84117 (“GRANTOR”) in favor of **BOYDEN FARMS, LLC**, a Utah limited liability company, having an address of 1364 Cove Circle, North Salt Lake, UT 84054 (“GRANTEE”).

WITNESSETH:

WHEREAS, Grantor is the sole owner in fee simple of certain real property in Morgan and Summit Counties, Utah, more particularly described in Exhibit “A” attached hereto and incorporated by the reference (the “Property”); and

WHEREAS, said Property is subject to a Deed of Conservation Easement, dated the 5th day of July, 2000 in favor of the State of Utah; and

WHEREAS, said Deed of Conservation Easement reserved in the Grantor the right to construct structures on the Property including a Bunkhouse Building, one related barn, two corrals, and one outbuilding near of adjacent to the existing family cabin, as well as the right to occupy, maintain, repair and replace all existing improvements located on the property including, without limitation, the family cabin, deck and garage as more fully described in paragraphs 5 (d) and (e) of said Deed of Conservation Easement; and

WHEREAS, the Grantor recognizes that the Grantee built the family cabin and had planned to build the aforementioned Bunkhouse Building, barn, corrals and outbuilding; and

WHEREAS, the State of Utah required the Grantee to quitclaim all of its interest in the Property to the Grantor to cure a “subdivision” issue, resulting in the Grantor becoming the fee owner of all the Property set out in Exhibit “A”: and

WHEREAS, it is the intent of this easement to memorialize the rights of Grantee to the perpetual, private, exclusive and unrestricted use of the family cabin, and the right to construct and exclusively use and occupy future structures permitted by the Deed of Conservation Easement, granting them access to said structures without resort to litigation.

NOW THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions, and agreements herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby voluntarily grant and convey to the Grantees, their successors in interest, heirs and assigns a construction, use and occupancy easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth ("Easement").

1. This easement is granted without restriction as to any use be it hunting, fishing, recreational, educational and charitable, and for other activities that do not adversely impact the Conservation Values of the Property as established in the Conservation Easement dated July 5, 2000.

2. Grantee has the right to exclusively occupy, maintain, repair and replace all existing improvements located on the Property including, without limitation, the family cabin, deck and garage and associated water and sewer developments already in place.

3. Grantee has the right to construct a Bunkhouse Building and a maximum of one related barn, two corrals, and one outbuilding near the existing family cabin to be located in Section 27, Township 2 North Range 4 East in Morgan and Summit Counties. The Bunkhouse Building may be occupied as a lodge for owners and guests and as a headquarters building for Grantee's operations including hunting, fishing, recreational, educational and charitable uses. The design, size, height, location and layout of the buildings shall be in the sole discretion of Grantee provided, however, that the materials and colors shall be in harmony with the standards of the following paragraphs and subject to reasonable review and approval of the Architectural Committee established by Grantor

4. The bunkhouse building shall not exceed thirty (30) feet in height or exceed a total ground floor area of 2,500 square feet measured by the footprint of the building, exclusive of porches, decks and garages.

5. Exterior features shall be constructed of non-reflective material and painted or maintained with earth-tone colors found in the surrounding environment. Primary colors or white shall be prohibited.

6. An Architectural Committee shall be appointed by the Grantor in accordance with procedures, standards and guidelines adopted by Grantor. No residence, outbuilding, road or fence shall be constructed unless and until first approved for location, design, materials, colors, and layout by the Architectural Committee. Until an Architectural Committee is appointed by Grantor, the general partners of Grantor shall act in such capacity and if there be a change in the form of entity, then the governing body of the new entity shall act in such capacity. Standards

and guidelines adopted by Grantor shall not be more restrictive than the area and height restrictions and shall be in harmony with the color restrictions set forth in the preceding paragraphs.

7. The State of Utah, by and through the Department of Natural Resources, Division of Forestry, Fire & State Lands shall receive a detailed written plan for its review of the construction of any surface or subsurface structures, buildings, fences or roads at least forty-five (45) days prior to actual construction. If such review results in an objection on the part of the State of Utah, the procedures set out in 7 of the Conservation Easement dated July 5, 2000 shall apply.

8. Grantee shall reimburse Grantor for all future property taxes and water assessments in connection with the family cabin, bunkhouse, barn, and outbuilding.

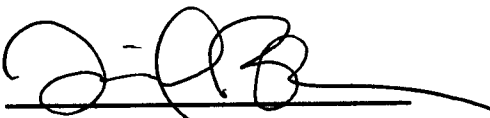
9. Grantor shall jointly apply with Grantee for all permits required by any governmental entity having jurisdiction over the construction of the proposed bunkhouse, barn and outbuilding.

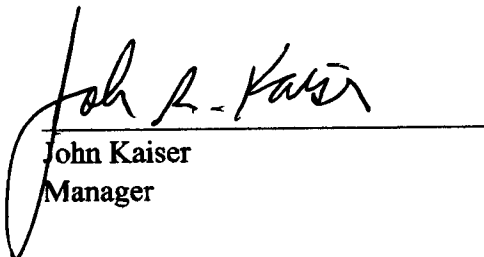
10. All of the covenants herein contained shall vest immediately and shall be binding in perpetuity upon and inure to the benefit of the Grantee, successors in interest, agents and assigns.

IN WITNESS WHEREOF, the undersigned Grantor and Grantee have set their hands hereto effective as of the day and year first above written.

GRANTOR:

WOHALI PARTNERS, LLC
a Utah limited liability company

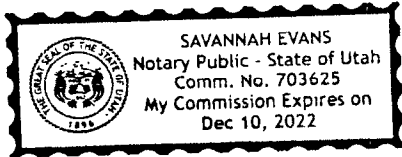
By: 
David P. Boyden
Manager

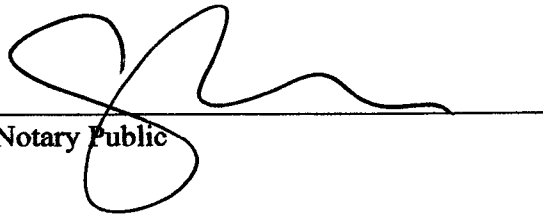
By: 
John Kaiser
Manager

WOHALI PARTNERS, LLC, SIGNATURE NOTARIZATION

STATE OF UTAH)
) ss:
COUNTY OF SUMMIT)

On the 4 day of January, 2021, before me, the undersigned Notary Public, personally appeared David P. Boyden and John Kaiser, Managers of Wohali Partners, LLC, proven to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity.

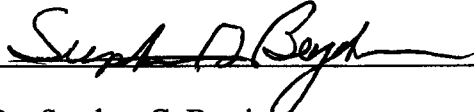




Notary Public

GRANTEE:

BOYDEN FARMS, LLC
a Utah limited liability company


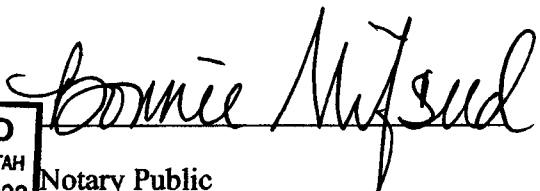


By: Stephen G. Boyden

Manager

STATE OF UTAH)
) ss:
COUNTY OF DAVIS)

On the 4 day of January, 2021, before me, the undersigned Notary Public, personally appeared Stephen G. Boyden, manager of Boyden Farms, LLC, proven to me through satisfactory evidence of identification to be the person whose name was signed in my presence on the preceding or attached document.

Notary Public

EXHIBIT "A"

A tract of real property located in Morgan and Summit Counties, Utah, described as follows:

Parcel 1: A tract of land being part of the Northeast Quarter of Section 21, Township 2 North, Range 4 East of the Salt Lake Base and Meridian, and more particularly described as follows:

Beginning at the northeast corner stone of the said Section 21, and running thence South 0° 02' West 2719.0 feet to a point midway to the southeast corner stone of said Section 21; thence South 85° 49' West 1048.0 feet along the Quarter Section line; thence along a ridge three courses as follows: North 25° East 1514.0 feet; thence North 33° East 532.6 feet; thence North 5° 30' West 965.4 feet to section line; thence North 85° 43' East 210.0 feet to the point of beginning, and containing 28.20 acres.

Parcel 2: A tract of land being part of the Southeast Quarter of Section 21, Township 2 North, Range 4 East of the Salt Lake Base and Meridian, and more particularly described as follows:

Beginning at the southeast corner stone of said Section 21, and running thence South 85° 55' West 812.3 feet along the section line; thence along a ridge five courses as follows: North 41° West 1180.0 feet; thence North 11° West 377.0 feet; thence North 2° East 1079.3 feet; thence North 59° East 659.00 feet; thence North 25° East 24.0 feet to the Quarter Section line; thence along said line North 85° 49' East 1048.0 feet to a point midway along the east boundary of said Section 21 between the Northeast and Southeast Corner Stones; thence South 0° 02' West 2719.0 feet to the point of beginning, and containing 90.33 acres.

Parcel 3: The East one-half of the West one-half of Section 22, Township 2 North, Range 4 East, Salt Lake Base and Meridian, containing 160 acres.

Parcel 4: All of Section 27, Township 2 North, Range 4 East, Salt Lake Base and Meridian, EXCEPTING the following described portion thereof: Beginning at a point North 85° 53' East 82.4 feet from the South quarter Section corner stone of said Section 27, and running thence 16 courses along a ridge as follows: North 13° 30' West 170.0 feet; North 3° 30' East 137.0 feet; North 5° West 112.0 feet; North 4° East 146.0 feet; North 12° 30' West 148.0 feet; North 44° East 90.0 feet; North 26° 30' East 91.0 feet; North 34° 10' East 815.5 feet; North 40° East 142.0 feet; North 33° East 566.5 feet; North 4° East 412.5 feet; North 2° 10' West 740.0 feet; North 7° 25' West 1274.0 feet; North 28° 30' East 393.0 feet; North 36° West 192.0 feet;

North 3° West 422.5 feet to the North boundary of said Section 27 at a point which bears North 85° 32' East 862.6 feet from the North quarter Section corner stone of said Section 27; thence North 85° 32' East 1779.4 feet to the Northeast corner of said Section 27; thence South 0° 03' West 5400.0 feet to the Southeast corner of said Section 27; thence South 85° 53' West 2562.8 feet to the point of beginning, which excepted parcel contains 238.0 acres.

Parcel 5: 00-0084-9030 and 00-0005-0383

Parcel 5: Part of the North East Quarter of Section 28, Township 2 North, Range 4 East of the Salt Lake Base and Meridian.

Beginning at the North East Corner Stone of the said Section 28, and running thence S. 0° 02' W. 1666.0 feet along the section line; thence along a ridge three courses as follows: N. 26° 51' W. 796.6 feet; thence N. 24° W. 854.0 feet; thence N. 41° W. 155.5 feet to section line; thence along said line N. 85° 55' E. 812.3 feet to the point of beginning, and containing 15.20 acres.

consisting of 695.73 acres, more or less.